

REMARKS

Claims 1-6, 8-12, 14, 16-17 and 19-38 were presented for examination and were rejected.

Claims 1, 8, and 14 are amended. No new matter is being added.

The Examiner objected to the Declaration originally submitted, because it lacked the mailing address of the inventor. On December 4, 2006, Applicant submitted both an Application Data Sheet and a Supplemental Declaration providing the inventor's address. The Examiner is again asked to withdraw the objection.

The Examiner rejected claim 1 under 35 U.S.C. 103 in view of Davies and Official Notice. Claim 1 as amended recites:

A system for searching data in a distributed computing network of sellers' commercial databases, the system comprising:

a distributed computing network comprising a plurality of sellers' commercial databases, said seller's commercial databases commonly related to an industry,

at least one buyer's node adapted to translate a buyer's first query,

a commercial search agent adapted to receive the buyer's first query regarding a selected item, said item one of a product or service, said commercial search agent in communication with said plurality of sellers' commercial databases, and said commercial search agent further adapted to search said plurality of sellers' commercial databases for information related to said selected item; and

at least one intelligent negotiation agent in communication with said commercial agent, said intelligent negotiation agent configured to receive said information related to said selected item and to engage in a negotiation for procurement of said selected item.

As previously noted by Applicant in Amendment A, the claimed invention is not obvious in view of Davies in combination with Official Notice. As the Examiner admits, there is no suggestion in Davies of "at least one intelligent negotiation agent in communication with said commercial agent, said intelligent negotiation agent for receiving said information related to said selected item and for engaging in a negotiation for procurement of said selected item", as claimed. In the most recent Office Action, the Examiner responded by arguing that Applicant

was making “an intended use argument” because the claim limitation included the word “for”. Applicant disagrees with the Examiner’s argument, but to resolve any doubt has amended the claim to clarify that the at least one intelligent negotiation agent is “configured to receive said information related to said selected item and to engage in a negotiation for procurement of said selected item”. Thus, the language of the claim limitation is structural, not merely a statement of intended use. Because the claimed feature is not found in the cited references, the claim is therefore patentable over those references and the rejection should be withdrawn. Dependent claims 2-6 are also patentable over the cited references for at least the same reasons as claim 1.

Claim 8 as amended recites:

A method for searching data in a distributed computing network of sellers’ commercial databases, the method comprising:

receiving a buyer’s first query regarding a selected item, said item one of a product or service,

performing an automated search on a distributed computing network for information related to said selected item, said distributed computing network comprising a plurality of sellers’ commercial databases, said plurality of sellers’ commercial databases commonly related to an industry; and

receiving from at least one of said plurality of sellers’ commercial databases a risk management option comprising at least one contract contingency authorizing a seller to pay a buyer a penalty in response to an election by the seller to sell said selected item to another buyer.

As previously noted by Applicant, the claimed invention is not obvious in view of Davies in combination with Kleinberg and Official Notice. In response, the Examiner argued that Applicant was “making an argument regarding language that is optional,” since the claim limitation included the word “if”. Again, Applicant disagrees with the Examiner’s argument, but in the interest of clarity has amended the claim to recite that the receiving step includes receiving a risk management option that comprises “at least one contract contingency authorizing a seller to pay a buyer a penalty in response to an election by the seller to sell said selected item to

another buyer”. Accordingly, because the claimed features are not found in the cited references, the rejection of claim 8 should be withdrawn. Dependent claims 9-12 are also patentable over the cited references for at least the same reasons as claim 8 and should be allowed.

Next, claim 14 as amended recites:

A system for procurement that communicates over a distributed network, the system comprising:

one or more memories for storing a list of individual product items and individual service items,

an intelligent commercial search agent in communication with said one or more memories, and

one or more seller showcase databases in communication with said commercial search agent,

wherein, when one or more of said seller showcase databases receives from said commercial search agent a request to receive bids to sell a selected item specified from said list, said one or more seller showcase databases submits that bid to said commercial search agent; and

an intelligent analytical agent configured to mine data related to a selected item from said list, said mining from at least one of a plurality of market databases, said analytical agent configured to generate a subset of data that most closely conforms to a set of preprogrammed item parameters, and said analytical agent in communication with said commercial search agent and configured to provide thereto said subset of data.

As previously noted by Applicant, Moore does not disclose the invention of claim 14. As with claim 1, the Examiner argued that the claim recited an “intended use” that does not carry any patentable weight. Again, although Applicant disagrees with that argument, claim 14 is amended to eliminate the “for” language identified by the Examiner, and instead recite that the intelligent analytical agent is, among other things, configured to mine data related to a selected item as well as to generate a subset of data most closely conforming to a set of preprogrammed item parameters. Thus, the claim recites structural limitations, not an intended use, and the limitation must be given patentable weight. Accordingly, since the limitations of claim 14 are not found in the references cited by the Examiner, the rejection should be withdrawn.

The Examiner rejected claim 16 under 35 U.S.C. 103(a) as being unpatentable over Moore. Claim 16 recites:

A method for procurement using computers that communicate over a distributed network, the method comprising:

receiving from one of a plurality of buyer's intelligent agents registered with a cooperative communications network a request to receive bids to sell a selected item specified from a list of individual product items and individual service items, said request for bids including a set of item parameters, said set including quality, and

receiving from at least one of a plurality of seller's intelligent agents registered with a cooperative communications network an automated bid to sell said selected item, said bid responsive to said request.

The Examiner has previously admitted that Moore fails to disclose “receiving from one of a plurality of buyer's intelligent agents registered with a cooperative communications network a request to receive bids to sell a selected item specified from a list of individual product items and individual service items, said request for bids including a set of item parameters, said set including quality”. The Examiner also indicates in the most recent Office Action that no patentable weight is to be given to the claim language in which the request for bids “includes a set of item parameters, said set including quality”, because a set that includes quality is “mere arrangements or compilations of facts or data”, citing to MPEP 2106.01 II.

The portion of the MPEP cited by the Examiner is intended to help the Office differentiate between patentable and non-patentable subject matter under 35 USC 101. It is true that a claim directed toward nonfunctional descriptive material such as music, art, photographs, and the like are, without more, nonstatutory. However, the Examiner is not rejecting claim 16 under 35 USC 101, but instead under 35 USC 103. More importantly, the claim limitation describes receiving a request to receive bids, and further recites that the request to receive bids includes a set of item parameters, one of which is quality. This is not an attempt to claim a

“mere arrangement or compilation of facts or data”, but instead to further characterize a step of a method claim. The Examiner’s assertion that the limitation should have no patentable weight is unfounded, and accordingly the references do not make obvious the claim. The rejection of claim 16 should therefore be withdrawn. Similarly, dependent claims 17 and 19-38 are also patentable over the cited references and should be allowed.

The Examiner is asked to issue a Notice of Allowance for all claims now pending. The Examiner is invited to contact the undersigned attorney by telephone, mail or electronic mail in order to advance prosecution. Applicants acknowledge that a copy of any electronic mail communications will be made of record in the application file per MPEP § 502.03.

Respectfully submitted,
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